MuseumExpo™ 2016 Application & Contract for Exhibit Space

American Alliance of Museums Annual Meeting & Museum Expo™ 2016 | The Walter E. Washington Convention Center, Washington, DC

Meeting Dates: May 26-29, 2016 | Exposition Dates: May 26-28, 2016

Organization *Industry Partner ID#*

Company Contact (person for published listing) *Booth Contact*

Phone

Fax

Address (No P.O. boxes please)

City

State/Province *Zip / Postal Code* *Country*

E-Mail *Booth Contact E-Mail*

Website

The above information will be used for all published listings, billing, and correspondence. AAM maintains only one contact per each MuseumExpo™ 2016 Application & Contract for Exhibit Space.

EXHIBITOR LISTING UPGRADE

An effective web presence increases brand and name recognition, the Alliance offers an Exhibitor Listing Upgrade for MuseumExpo™ for $100. The Exhibitor Listing Upgrade will let Exhibitors upload their logos, enter 50 word or less descriptions, choose up to five searchable products and service categories and link to their websites.

❍ Yes, we would like to take advantage of an Exhibitor Listing Upgrade.

ORGANIZATION DESCRIPTION

Previous Exhibitors, please visit www.museumexpo.org and login with your organization password to enter your 25 words (or less) products and services organization printed description. You can also edit your address, Products and Categories, and contact information. New Exhibitors will be entered into the system, and a confirmation will be sent with your password to allow you to login to enter your description and make relevant changes. If password is misplaced, please e-mail museumexpo@aam-us.org. The online version can be updated and edited up until the Annual Meeting & MuseumExpo™.

BOOTH LOCATION

Please list your top six choices. The Alliance will make every effort to accommodate each applicant's preferred booth location. However, the Alliance cannot guarantee location requests, or contact you if your preferences are not available. The Alliance reserves the right to assign space subject to such parameters as booth structure or size and to rearrange the floor plan as deemed necessary in the Alliance's sole discretion. To view the floor plan, and booth availability, it is best to refer to our online Interactive Floor Plan—which can be viewed on www.museumexpo.org. Dimensions and locations on the Interactive Floor Plan are believed, but not guaranteed, to be accurate. Additionally, the Interactive Floor Plan is not guaranteed to be current at all times. For the most up-to-date booth availability please call 202-289-1818.

1st Choice *2nd Choice* *3rd Choice*

4th Choice *5th Choice* *6th Choice*

INSURANCE

Name of the insurance company providing coverage for theexhibiting company/organization at MuseumExpo™ (See MuseumExpo™ Terms and Conditions on reverse side, Section 12, for more information.)

ALLIANCE USE ONLY

Date Received

Deposit Received *Check / CC Number*

Balance Received *Check / CC Number*

Confirmation Mailed ***Booth Assignment***

BOOTH FURNISHINGS

All inline booths will include back and side wall draping and an identification sign at no additional charge. Carpet, tables, chairs, wastebaskets, electricity, A/V equipment, etc. and other furnishings / services are available for rent.

PAYMENT INFORMATION

A 50% non-refundable deposit is required with this application if you contract booth space by December 4, 2015. You will be invoiced for the remaining amount. Balance are due within 30 days of receipt of invoice. After December 4, 2015, applications must be accompanied by full payment.

CANCELLATION POLICY

Cancellations must be made in writing. Deposits are non-refundable. Refunds will not be made after December 4, 2015. See MuseumExpo™ Terms and Conditions, Section 4 for further clarification.

Rates	10' x 10'	10' x20'	10' x 30'	20' x 20'
Alliance Industry Partner Member*	$2,620	$4,644	$6,966	$9,528
Alliance Industry Partner Non-Member	$3,175	$5,692	$8,466	$11,644
Alliance Non-Profit Organization	$2,144	$3,810	$5,715	$7,624
Federal Funding Agencies	$600	N/A	N/A	N/A

*In order to qualify for member rates, the applicant must be an Industry Partner member in good standing with the Alliance upon receipt of Application and must remain in good standing throughout MuseumExpo™.

CORNER BOOTHS ADD $300 FOR EACH CORNER TO THE ABOVE RATES.

Corner space will be assigned and billed if inline space is not available.

SELECT BOOTH SIZE ❍ 10' X 10' ❍ 10' X 20' ❍ 10' X 30' ❍ 20' X 20' ❍ OTHER

Booth Rate:	$ _____
Corner Fees (if applicable)	$ _____
Subtotal:	$ _____
Exhibitor Listing Upgrade:	$ _____
Total Cost:	$ _____
Booth Rate:	$ _____
Less Deposit (***Non-refundable***):	$ _____
Balance Due:	$ _____

PRODUCT PREVIEW GUIDE LISTING

Give attendees a preview of your products and services with a 50-word listing, including a product photo or logo along with website and booth number, in a special promotional section of the May/June 2016 issue of *Museum* magazine.

❍ $475 members ❍ $600 non-members

PAYMENT INFORMATION

❍ Check attached (make payable to American Alliance of Museums)

❍ Charge my credit card: _____(amount authorized)

❍ VISA ❍ MasterCard ❍ AmEx ❍ Discover

Charge for: ❍ Total Cost ❍ Deposit

Account # _____ Exp. Date _____

Name of Cardholder (Please print) _____

Signature _____

It is not the Alliance's policy to contact Exhibitors before we charge credit cards. If the completed Application is accepted by the Alliance the terms and conditions of the Application will become binding and the credit card listed above will be charged automatically.

ACCEPTANCE OF CONTRACT

Applications will not be accepted without proper payment or credit card authorization and signature. By completing this application, we/I have read and agree to abide by the terms of this Application and the Terms and Conditions of the Alliance Annual Meeting & MuseumExpo™ 2016. Acceptance of this application constitutes a contract.

Signature

Title *Date*

Please email completed Application & Contract to: museumexpo@aam-us.org

1. MUSEUMEXPO™ 2016 TERMS OF AGREEMENT: It is understood that the following terms are accepted as part of the contract between the American Association of Museums d/b/a the American Alliance of Museums (the "Alliance") and the Exhibitor listed in the MuseumExpo™ 2016 Application and Contract for Exhibit Space (the "Exhibitor") to rent exhibit space at the Alliance's trade show, Museum-Expo™ 2016. The MuseumExpo™ 2016 Application and Contract for Exhibit Space (the "Application") is attached hereto and its terms are incorporated herein. The Exhibitor and the Alliance may each be referred to as "Parties," or collectively, as "Parties" herein. It is agreed that the Exhibitor will abide by the rules and regulations as set forth in the terms of this agreement and the MuseumExpo™ 2016 Exhibitor Service Manual (to be provided to the Exhibitor no later than February 28, 2016), before, during, and after MuseumExpo™, and by other reasonable rules considered necessary by the Alliance and The Walter E. Washington Convention Center, Washington, DC.

Additionally, it is agreed that Exhibitor shall abide by any and all agreements made by and between the Alliance and The Walter E. Washington Convention Center, Washington, DC and any and all rules of The Walter E. Washington Convention Center, Washington, DC.

The Alliance shall have the sole authority to interpret and enforce all rules and regulations included herein, to make any amendments thereto, and to make further rules and regulations as necessary to ensure the orderly conduct of MuseumExpo™. The Parties hereby agree and acknowledge that any waiver of or failure to exercise any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement.

2. ACCEPTANCE OF EXHIBIT APPLICATIONS: The character of the exhibit is subject to the approval of the Alliance MuseumExpo™ Show Manager. Only professional equipment and services related to the museum profession and industry may be displayed. The Alliance reserves the right to make such approval determinations in its sole discretion.

3. PAYMENT INFORMATION: A 50% non-refundable deposit is required with this application if you apply for booth space before December 4, 2015. The balance, of 100% of booth payment, is due by December 4, 2015. For booths reserved after December 4, 2015, full payment is required immediately and is non-refundable. Companies who have not paid in full by December 4, 2015 risk forfeiting their booth space. The Alliance will not apply credit toward future MuseumExpo™ or advertising opportunities with the Alliance. The Alliance reserves the right to deny participation in MuseumExpo™ if applicant is not in good standing with the Alliance.

4. EXHIBIT BOOTH CANCELLATION, REFUND & BOOTH REDUCTION POLICY: Exhibit Booth Cancellations: Cancellations must be received in writing. It is mutually agreed that by canceling exhibit booth space, the Exhibitor relinquishes all benefits included with the exhibit booth space, including the complimentary registrations and access to the attendee mailing list. Exhibit Booth Refunds: Deposits are non-refundable. If the Exhibitor cancels its booth before December 4, 2015, the Exhibitor will only receive a refund on any funds paid over the 50%, non-refundable deposit, before December 4, 2015. Cancellations made before December 4 retain 50% of total booth fees due. Cancellations made after Dec. 4 retain 100% of booth fees due. No refunds will be issued for cancellations received after December 4, 2015. Booth reductions can be made; however, Exhibitors are responsible for 75% of their original booth fee. The difference in rates between the Exhibitor's initial booth rate/downsized rate cannot be applied to any other Alliance services. All booth reduction requests must be made in writing before December 4, 2015. Booth reduction requests will be honored as space allows.

5. LOCATION OF EXHIBITS/FACILITY: MuseumExpo™ will be located in Exhibit Halls D/E of The Walter E. Washington Convention Center, Washington, DC or in such other space as may be assigned by The Walter E. Washington Convention Center, Washington, DC.

6. UNION JURISDICTIONS:

a. The installation and dismantling of prefabricated displays comes under the jurisdiction of the carpenters' union. However, two (2) full-Dtime exhibiting company employees may work without Carpenter Labor for one (1) hour on the installation (move-in) and one (1) hour on the dismantle (move-out) without union labor on booths that are larger than 10' x 10'.Exhibitors may work in booths 10' x 10' or smaller without the use of union labor. Exhibitors are not permitted to use POWER TOOLS (electric drills, power saws, etc.) on booths of any size. Manual tools such as hammers, screwdrivers, ratchets, pry bars, etc. are allowable for exhibitor use within size and time limitations. Exhibitors may not borrow tools, ladders or other equipment from the exhibit facility and/or The General Service Contractor.

b. Freight Handling: One individual from each exhibiting company is permitted one trip to hand-carry items into the exhibit facility. The exhibitor use of dollies, hotel baggage carts, flat trucks and other mechanical equipment, is not permitted. The General Service Contractor will control access to the trade show floor, which includes access from the loading docks and/or all doorways into an exhibit facility. This will help to provide a safe and orderly move-in/move-out. Unloading or reloading of any freight into the exhibit hall by any and all private vehicles and contracted carriers will be handled by The General Service Contractor. Rates for material handling services will be included in the exhibitor service manual. The General Service Contractor shall be the sole authority on all matters in the DOCK area. This shall include but not be limited to such items as assignment of dock space and loading or unloading of all materials and equipment. Any conflicts or disagreements regarding the union jurisdictions or interpretations thereof should be resolved with representatives of The General Service Contractor and Show Management.

c. Safety: Standing on chairs, tables or other rental furniture is prohibited. This furniture is not engineered to support your standing weight. The General Service Contractor cannot be responsible for injuries or falls caused by the improper use of rental furniture. Please assist in our efforts to provide a safe working environment for everyone.

d. Tipping: The General Service Contractor requests that exhibitors do not tip our employees. They are paid at an excellent wage scale denoting a professional status, and we feel that tipping is not necessary. This applies to all employees.

7. BOOTH EQUIPMENT AND SERVICES PROVIDED: Back and side wall draping, and one identification sign (7" high x 44" wide) will be provided by the Alliance without cost to the Exhibitor if ordered at least 90 days prior to the start of MuseumExpo™. Furnishings including carpet, tables and chairs can be ordered at Exhibitor's expense. Adequate lighting will be provided in the exhibit hall; however, other services, such as compressed air and water, electricity, telephone and internet access will be provided by The Walter E. Washington Convention Center, Washington, DC at an additional charge to the Exhibitor's. Order forms for these services will be provided in the MuseumExpo™ Exhibitor Service Manual.

8. FLOOR PLAN: The Alliance retains the right to modify the floor plan to the extent necessary for the best interest of the Alliance and the MuseumExpo™. To view the most current MuseumExpo™ floor plan, refer to the interactive floor plan—which can be viewed at www.museumexpo.org.

9. SECURITY: Neither the Alliance nor The Walter E. Washington Convention Center, Washington, DC will be in any way liable or responsible for the loss, theft, or disappearance of personal or commercial property from Exhibitor's booth space or from the exhibit hall.

10. RULES AND REGULATIONS: Vendors who sell products and/or services to the museum community are not allowed to conduct or solicit business in The Walter E. Washington Convention Center, Washington, DC, unless they have purchased exhibit booth space, rented an Exhibitor Forum or sponsored an exhibit hall special event at MuseumExpo™ 2016. Violation of this policy will result in the Alliance's refusal to accept any and all registrations and future registrations.

a. Exhibit Booth Structure: No walls, partitions, decorations, or other obstructions may be erected that in any way interfere with the view of another Exhibitor. Exhibitors who wish to use any non-standard booth equipment, signs, decorations, or arrangements of display materials that in any way conflict with the stated regulations must submit two copies of a detailed sketch or layout (including all dimensions) no later than February 1, 2016 for approval by the MuseumExpo™ Show Manager.

b. Standard Exhibit Configuration (10' x 10', 10' x 20' and 10' x 30' booths): Exhibits must not be higher than 8' in the back and 4' on each side. Display fixtures over 4' high must be confined to the area of the exhibit booth which is within 5' of the backline. Nothing over 4' high can be within 5' of the aisle line (the front half of the booth). Hanging signage and other items from the ceiling is not permitted.

c. Island Exhibit Configurations: Island exhibits must not be higher than 16 feet (subject to Convention Center ceiling height.) Multi-story exhibits must be approved through stamp or signature of a structural engineer indicating that the structure is properly engineered for the proposed use. All island configurations and multi-story exhibits must be pre-approved by the Alliance MuseumExpo™ Show Manager and The Walter E. Washington Convention Center, Washington, DC.

d. Exhibit Materials: No combustible decoration, such as crepe paper, cardboard, or corrugated paper, may be used at any time. All packing containers, excelsior, and wrapping paper, which must be flame-proof, are to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silken or any other decoration must stand a flameproof test as prescribed by the fire ordinance of the District of Columbia. All materials and fluids which are inflammable are to be kept in safety containers. Open flames, butane gas, acetylene, oxygen tanks, or other flammable materials are not permitted. Balloons are not permitted in the exhibit hall.

e. Exhibit Booth Staffing: The Alliance and MuseumExpo™ requires that each organization open its exhibit booth on time each day at hours specified on the Alliance website, aam-us.org, and that all booths be staffed throughout the day until the hall closing announcement has been made (hours specified on aam-us.org). A $500.00 fee will be charged to Exhibitors who break down prior to the official close of the show. Exhibitors who break down prior to official closing will not be permitted to exhibit at future MuseumExpo™ shows. All booth personnel must be employed / contracted with organization contracting exhibit space from the Alliance.

f. Soliciting/Demonstrating: Soliciting or demonstrating by an Exhibitor must be confined to the Exhibitor's own booth and may not interfere with neighboring booths.

g. Contests/Raffles/Giveaways: Contests, lotteries, raffles, and games of chance may be conducted only with the prior approval of the Alliance MuseumExpo™ Exhibit Hall Manager. In conducting any pre-approved contest, lotteries, raffles, or games of chance, Exhibitor shall warrant that it has complied with all state and local laws and regulations for such activity.

h. Noise: The noise level from any demonstration or sound system should be kept to a minimum.

i. Destruction of Property: Nothing shall be posted on, tacked, nailed, screwed, taped, stapled, or otherwise attached to ceilings, columns, walls, floors, painted surfaces, or other parts of the building or furniture. No holes may be drilled, cored, or punched in the building. All property destroyed or damaged by an Exhibitor must be restored to original condition by the Exhibitor at the Exhibitor's expense.

j. Subletting Space: Booth share is prohibited. An Exhibitor may not assign, sublet, or apportion all or any part of the space allotted to him/her. Any materials other than those manufactured or distributed by the Exhibitor in the regular course of business may not be displayed by the Exhibitor or be allowed by the Exhibitor to be displayed by other persons or firms.

k. Decorum: The Alliance shall have the right to exclude or to require modification of any display or demonstration at Exhibitor's expense which, in the Alliance's sole discretion, it considers not proper or not otherwise in keeping with the character of MuseumExpo™. Exhibitors shall be bound by the decisions of the Alliance MuseumExpo™ Management in all matters related to the Expo.

11. CANCELLATION OR RELOCATION OF THE ANNUAL MEETING AND MUSEUMEXPO™: In the event of cancellation or relocation of the Alliance Annual Meeting and MuseumExpo™ due to circumstances within the Alliance's control, the liability of the Alliance shall be limited to a refund of deposit fees paid to the Alliance by the Exhibitor. In the event the Alliance has no control over the cancellation or relocation of the annual meeting and MuseumExpo™ the Alliance shall have no liability of any kind for deposits or fees paid by the Exhibitor.

12. LIABILITY AND INSURANCE: The Alliance shall not be liable for loss or damage of any property of Exhibitor which Exhibitor may suffer during installation or removal or during the annual meeting and MuseumExpo™ itself by reason of burglary, fire, accident, or any destructive cause. Insurance, if desired, must be procured by the Exhibitor. Exhibitor shall, at its own expense, secure and maintain through the period of the annual meeting and MuseumExpo™, inclusive of move-in and move-out days, commercial liability insurance with combined single limit of at least $1,000,000.00 each occurrence for bodily injury and property damage. Such insurance shall name the following: American Alliance of Museums, The Walter E. Washington Convention Center, Washington, DC, and the District of Columbia, and their respective members, officers, agents, and employees. At least 60 days prior to the move-in date, Exhibitor shall provide the American Alliance of Museums with Certificate of Insurance as evidence of coverage.

Indemnification and Waiver: Exhibitor agrees to indemnify, hold harmless and defend the American Alliance of Museums, The Walter E. Washington Convention Center, Washington, DC, and the District of Columbia, and their respective members, officers, directors, agents, and employees ("indemnities") from and against all liabilities, damages, actions, losses, claims and expenses (inclusive of attorney's fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault or violation of law or ordinance by the Exhibitor or its employees, agents, contractors, patrons, or invitees.

The Alliance shall not be liable for any failure to deliver space to an Exhibitor or for the loss of allotted space of an Exhibitor, who has contracted for exhibit space, if non-delivery is due to destruction of or damage to the building or the exhibit area by fire, or act of God, acts of public enemy, strikes, the authority of the law, or any cause beyond the Alliance's control.

13. RIGHT TO REMOVE THE EXHIBITOR'S PROPERTY: The Alliance reserves the right to remove from MuseumExpo™ hall premises any or all of the property of the Exhibitor should the Alliance Annual Meeting and MuseumExpo™ be canceled or relocated or should the Exhibitor violate any of the conditions of the Exhibitor's agreement including terms herein. This right may be exercised without prior notice or hearing.

14. MUSIC LICENSE PATENT, COPYRIGHT, OR TRADE SECRET: The Exhibitor agrees to hold the Alliance, its officers, directors, employees and agents, harmless from all loss, cost claims, causes or action, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor's agents or employees of any patent copyright, or trade secret rights or privileges.

American Alliance of Museums™

Exhibitor

15. TRADEMARK LICENSE; MUSIC & OTHER INTELLECTUAL PROPERTY TERMS: The Alliance hereby grants to Exhibitor a limited, revocable, non-exclusive, nontransferable license without the right to sublicense to use the trademarks set forth below (hereinafter individually and collectively referred to as the "Alliance Exhibitor Marks") in connection with Exhibitor's booth at MuseumExpo™. Exhibitor may use the Alliance Exhibitor Marks to advertise and promote itself as an exhibitor at MuseumExpo™ from the date of the Alliance's acceptance of this Application through the last day of MuseumExpo™. For quality control purposes, all uses by Exhibitor of the Alliance Exhibitor Marks shall be subject to the prior approval of the Alliance, and shall be consistent with any guidelines established by the Alliance regarding third-party use of its logo.

Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in exhibit booths or displays. Exhibitors playing, broadcasting, or performing music or displaying any other copyrighted material, such as photographs or other artistic works, must present upon request of show management satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material.

The Alliance condemns intellectual property infringement and counterfeiting; however, as a neutral organizer of MuseumExpo™, the Alliance cannot get involved in exhibitor disputes or provide legal advice. Exhibitor agrees not to sue or threaten to sue the Alliance for contributory infringement or any other theory that the Alliance is indirectly or secondarily liable for a violation of intellectual property rights (e.g., trademark, copyright, or patent) by a third party.

Exhibitor warrants that it is the owner or licensee of all intellectual property used by Exhibitor at MuseumExpo™ or in promotion thereof. Exhibitor agrees to defend, indemnify, and hold harmless the Alliance, their officers, directors, employees and agents, harmless from all loss, cost claims, causes of action, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from or out of any dispute involving intellectual property owned or used by Exhibitor at MuseumExpo™ or in promotion thereof.